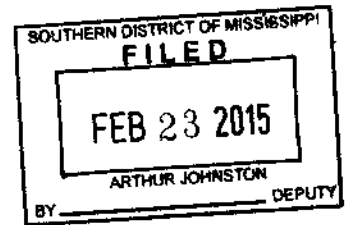


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION



UNITED STATES OF AMERICA

v.

CRIMINAL NO. 1:15cr14LG-RHW

SEAN H. ANTHONY

18 U.S.C. § 371

The United States Attorney charges:

At all times relevant to this Information:

1. The Harrison County Utility Authority ("HCUA") was a political subdivision of the State of Mississippi with the responsibility to manage water, wastewater, storm water, and solid waste services in Harrison County. As such, the HCUA was a local government agency as that term is defined in Section 666(d), Title 18, United States Code, and which received benefits in excess of \$10,000 in a one year period under Federal programs providing Federal assistance to the HCUA.

2. Co-Conspirator 1 was the executive director of the HCUA and as such was an agent of the HCUA, as that term is defined in Section 666(d), Title 18, United States Code.

3. Co-Conspirator 2 was an elected official of a local government on the Mississippi Gulf Coast and a member of the board of the HCUA, and as such was an agent of the HCUA, as that term is defined in Section 666(d), Title 18, United States Code.

4. The defendant, **SEAN H. ANTHONY**, was the owner and operator of S.H. Anthony, Inc., a company based in Gulfport, Mississippi, which had a contract with and performed other work for the HCUA.

5. From in or about July 2007 through in or about February 2013, in Harrison

County in the Southern Division of the Southern District of Mississippi, and elsewhere, the defendant, **SEAN H. ANTHONY**, did knowingly and intentionally combine, conspire, confederate, and agree with persons known and unknown to the United States Attorney, to commit the following offense:

Bribery concerning programs receiving federal funds, in violation of Section 666(a), Title 18, United States Code.

Honest Services Wire Fraud, in violation of Section 1343 and 1346, Title 18, United States Code.

6. It was part of the conspiracy that defendant **ANTHONY** would purchase things of value for, provide things of value to, and perform certain acts that benefited Co-Conspirator 1 or his family, in exchange for Co-Conspirator 1 favorably supervising, approving work for, and recommending contracts be awarded to **ANTHONY's** company, S.H. Anthony, Inc., from the HCUA, which involved \$5,000 or more and was a scheme and artifice which defrauded and deprived the citizens of the State of Mississippi and the HCUA of their right to the honest and faithful services of Co-Conspirator 1 through bribery and kickbacks and the concealment of material information.

7. It was further part of the conspiracy that defendant **ANTHONY** would provide monthly cash payments to Co-Conspirator 2 in exchange for Co-Conspirator 2 voting in favor of HCUA contracts for and payments to defendant **ANTHONY's** company, S.H. Anthony, Inc., which involved \$5,000 or more.

In furtherance of the conspiracy and to carry out its objectives, the following overt acts were committed:

A. Co-Conspirator 1

8. On July 25, 2007, defendant **ANTHONY** assisted Co-Conspirator 1 in purchasing an automobile in Long Beach, Mississippi, by using funds from S.H. Anthony, Inc., a company which had previously been awarded a contract from the HCUA, with such funds paying for almost half of said automobile for Co-Conspirator 1.

9. From January 1, 2008, through September 12, 2008, Co-Conspirator 1 authorized and approved multiple payments from the HCUA to defendant **ANTHONY'S** company, S.H. Anthony, Inc., relating to emergency services and other services that fell outside the existing contract that S.H. Anthony, Inc. had with the HCUA.

10. On September 12, 2008, defendant **ANTHONY** assisted Co-Conspirator 1 in purchasing another automobile in Biloxi, Mississippi, by using funds from defendant **ANTHONY'S** company, S.H. Anthony, Inc., which was then a contractor for the HCUA, with such funds being used to pay for more than half of said automobile for Co-Conspirator 1.

11. From September 13, 2008, through February 9, 2011, Co-Conspirator 1 authorized and approved multiple payments from the HCUA to defendant **ANTHONY'S** company, S.H. Anthony, Inc., relating to emergency services and other services that fell outside the existing contract that S.H. Anthony, Inc. had with the HCUA.

12. On March 18, 2010, Co-Conspirator 1 presented and recommended that the HCUA Board of Directors approve an amendment that would expand the work and increase the rate schedule of an existing contract for defendant **ANTHONY'S** company, S.H. Anthony, Inc., which the HCUA Board of Directors approved on April 1, 2010.

13. On July 15, 2010, Co-Conspirator 1 presented and recommended that the HCUA

Board of Directors approve a second amendment to the contract between defendant **ANTHONY'S** company, S.H. Anthony, Inc. and the HCUA, which would expand the scope of work, increase the scheduled monthly payments, and extend the contract expiration date of the contract, which the HCUA Board of Directors ultimately approved.

14. On February 9, 2011, defendant **ANTHONY** purchased an automobile for Co-Conspirator 1, wiring funds from defendant **ANTHONY'S** company, S.H. Anthony, Inc. to a company in the State of Illinois.

15. On March 21, 2011, defendant **ANTHONY** transferred to Co-Conspirator 1 the title of the automobile purchased by defendant **ANTHONY** on February 9, 2011.

16. From March 22, 2011, through March 30, 2013, Co-Conspirator 1 authorized and approved multiple payments from the HCUA to defendant **ANTHONY'S** company, S.H. Anthony, Inc., relating to emergency services and other services that fell outside the existing contract that S.H. Anthony, Inc. had with the HCUA.

17. On March 1, 2012, Co-Conspirator 1 presented and recommended that the HCUA Board of Directors award a contract to defendant **ANTHONY'S** company, S.H. Anthony, Inc., with the Board approving the recommendation of Co-Conspirator 1 and ultimately awarding the contract to defendant **ANTHONY'S** company, S.H. Anthony, Inc., on April 5, 2012.

B. Co-Conspirator 2

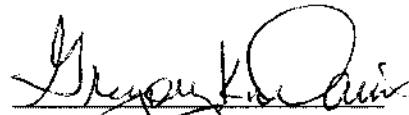
18. From in or about January 2011 through in or about February 2013, defendant **ANTHONY** paid Co-Conspirator 2, a member of the HCUA Board, monthly cash payments in order to secure the support and vote of Co-Conspirator 2 on matters coming before the HCUA.

19. From on or about February 3, 2011, through on or about February 7, 2013, Co-

Conspirator 2, as a member of the HCUA Board, voted for multiple payments from the HCUA to defendant **ANTHONY's** company, S.H. Anthony, Inc., relating to emergency services and other services that fell outside the existing HCUA contract held by S.H. Anthony, Inc.

20. On April 5, 2012, Co-Conspirator 2, as a member of the HCUA Board, voted to award a HCUA Operation and Maintenance contract to defendant **ANTHONY's** company, S.H. Anthony, Inc.

All in violation of Section 371, Title 18, United States Code.


GREGORY K. DAVIS
United States Attorney